

November 19, 2001

**Subject: Revised Request for Proposal**

Dear interested parties:

Enclosed please find an inclusive Request for Proposals (RFP) for independent consulting services to the Washington State Energy Facility Site Evaluation Council. The Council is seeking a qualified firm or team to provide independent consulting services for a period of two years. Please read the RFP carefully. **The first mailing was missing page 4 of the RFP. Replace this entire package for the one previously sent.**

**All proposals are due in the Council office no later than 5:00 p.m. Friday, December 7, 2001.** Proposals should be mailed or delivered to:

Allen Fiksdal, EFSEC Manager  
Energy Facility Site Evaluation Council  
PO Box 43172  
925 Plum Street SE, Building 4, 3<sup>rd</sup> Floor  
Olympia, Washington 98504-3172

Questions regarding this RFP should be directed to Allen Fiksdal at 360-956-2152 or by email: [allenf@ep.cted.wa.gov](mailto:allenf@ep.cted.wa.gov).

Sincerely,

Allen J. Fiksdal  
EFSEC Manager

**STATE OF WASHINGTON  
ENERGY FACILITY SITE EVALUATION CONUNCIL  
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSALS**

**PROJECT TITLE:** Independent Consulting Services

**PROPOSAL DUE DATE:** December 7, 2001

**EXPECTED TIME PERIOD FOR CONTRACT:** Two (2) years

**CONSULTANT ELIGIBILITY:** This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

**CONTENTS OF THE REQUEST FOR PROPOSALS**

- 1. Introduction**
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- 4. Evaluation and Contract Award**
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  - B. Sample Cost Sheet**

## **1. INTRODUCTION**

### **1.1 PURPOSE AND BACKGROUND**

The Washington State Energy Facility Site Evaluation Council (EFSEC), hereafter called "EFSEC" is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating on a project to enter into a two year contract to assess the effects of energy facilities on the environment and to study any matter which the Council deems essential to an adequate appraisal of a proposed project. Projects expected to require environmental assessment during the next two years are primarily natural gas-fired combustion turbine electrical generation facilities, however reviews of natural gas or petroleum product pipelines, electrical transmission lines, and the site restoration of unfinished nuclear power facilities could come before the Council during this time frame.

### **1.2 OBJECTIVE**

EFSEC is seeking a firm or firms to perform if required, one or more of the following activities:

- Conducting and preparing potential site studies for major energy facilities in accordance with Chapter 463-22 Washington Administrative Code (WAC),
- Evaluating applications for Site Certification for consistency with state application guidelines in Chapter 463-42 WAC;
- Evaluating requests for amendments to Site Certification Agreements under Chapter 463-36 WAC,
- Providing SEPA (state environmental policy act) threshold assessments of proposed energy facilities
- Preparing Environmental Impact Statements (EIS) as required by SEPA; and
- Providing EFSEC with environmental and technical expertise as needed.

Work assigned under this contract will be for energy project proposals that are submitted to EFSEC between November 1, 2001 and December 31, 2003. The Contractor may be required to continue work on projects that remain under EFSEC review after December 31, 2003 until projects are approved or denied by the Governor.

### **1.3 MINIMUM QUALIFICATIONS**

The Consultant must be licensed to do business in the State of Washington. The Consultant and or its contractors should have, but are not limited to, the following areas of expertise:

- Specific and overall environmental impact evaluation of the construction and operation of thermal energy facilities, primarily natural gas-fired combustion turbines, cogeneration projects, steam turbines, and associated facilities;
- Environmental impacts of construction and operation of natural gas pipelines and electric transmission lines;
- Engineering and technical knowledge of the construction and operation of thermal energy facilities and/or site restoration activities;
- Uniform Building Code and other codes associated with construction of large energy facilities;
- Washington state and federal air emissions rules and regulations;
- Air quality issues;
- Water withdrawal, water discharge, and water quality regulations and issues;
- Hydrology and hydraulics;
- Geology and seismology
- Light and noise impacts;
- Local socioeconomic impacts;
- Natural gas supply;
- Safety requirements for use and storage of ammonia and/or other hazardous materials;
- Local, state and federal rules and regulations for environmental, safety, and related issues;

- Mitigation strategies for emissions of greenhouse gases.

## 1.4 FUNDING

Work under this contract will be by Task Amendments to contracts. Task Amendments are issued only after funding is authorized by applicants or certificate holders through applications for Site Certification, applications to amended SCAs, or other work as needed as determined by EFSEC.

Award of the contract is expressly conditioned upon the contractor executing a contract deemed acceptable by EFSEC.

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about January 1, 2002 and to end on December 31, 2003. Amendments extending the period of performance, if any, shall be at the sole discretion of EFSEC.

## 1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

**EFSEC** – The Energy Facility Site Evaluation Council is the agency of the State of Washington that is issuing this RFP.

**EFSEC Chair** – The Chair of the Energy Facility Site Evaluation Council appointed by the Governor of Washington State

**Consultant** – Individual or company submitting a proposal in order to attain a contract with EFSEC.

**Contractor** – Individual or company whose proposal has been accepted by EFSEC and who has executed a written contract with EFSEC.

**Proposal** – A formal offer submitted in response to this solicitation.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

## 1.6 ADA

EFSEC complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

# 2. GENERAL INFORMATION FOR CONSULTANTS

## 2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in EFSEC for this procurement. All communication between the Consultant and EFSEC upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Allen Fiksdal, EFSEC Manager
Address	PO Box 43172 925 Plum Street, SE. Bldg. 4, 3 <sup>rd</sup> floor
City, State, Zip Code	Olympia WA 98504-3172
Phone Number	360-956-2152
E-Mail Address	<a href="mailto:Allenf@ep.cted.wa.gov">Allenf@ep.cted.wa.gov</a>

Any other communication will be considered unofficial and non-binding on EFSEC. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

## 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	November 16, 2001
Proposals due	December 7, 2001
Evaluate proposals	December 10-13, 2001
Conduct oral interviews with finalists, if required	December 18-20, 2001
Announce "Apparent Successful Contractor" notification via fax, or e-mail, telephone to unsuccessful proposers	December 21, 2001
Negotiate contract	December 26-28, 2001
File contract with OFM (if required)	January 2, 2002
Begin contract work	January 16, 2002

EFSEC reserves the right to revise the above schedule.

## 2.3 SUBMISSION OF PROPOSALS

Consultants are required to submit five (5) copies of their proposal. **NOTE:** One copy must have original signatures. The proposal, whether mailed or hand delivered, must arrive at EFSEC no later than 5:00 p.m., local time, on **December 7, 2001**.

The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFP Coordinator.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Consultants assume the risk for the method of delivery chosen. EFSEC assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of EFSEC and will not be returned.

## 2.4 CONFLICT OF INTEREST

Any firm or individual that, in the judgment of EFSEC, could present a conflict may be disqualified and not considered for this contract. This includes, but is not necessarily limited to, businesses or firms, currently employed or who have been recently under contract or subcontract for work related to the current projects under EFSEC review (Sumas Energy 2, Wallula Power Project, Starbuck Power Project, Mercer Ranch Generation Project, BP Cherry Point Cogeneration Project, and Satsop Phase II).

If there is a question regarding applicability of potential conflict of interest, please provide sufficient information or supporting data regarding the capacity and the length of time the firm (and/or

personnel) were or are involved with the projects or energy developers listed above, and/or how a legal fire wall has been, or would, be established that would protect against conflict of interest.

## **2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of EFSEC.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is awarded; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

EFSEC will consider a Consultant's request for exemption from disclosure; however, EFSEC will make a decision predicated upon chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **2.6 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all that receive the RFP. EFSEC also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goal for MBE is 8 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

## **2.8 ACCEPTANCE PERIOD**

Proposals must provide 60 days for acceptance by EFSEC from the due date for receipt of proposals.

## **2.9 RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

EFSEC also reserves the right, however, at its sole discretion to waive minor irregularities.

## **2.10 MOST FAVORABLE TERMS**

EFSEC reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Consultant could propose. There will be no best and final offer procedure. EFSEC does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to EFSEC.

## **2.11 CONTRACT AND GENERAL TERMS & CONDITIONS**

The apparent successful contractor will be required to enter into a contract that is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. EFSEC will review requested exceptions and accept or reject the same at its sole discretion.

## **2.12 COSTS TO PROPOSE**

EFSEC will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP

## **2.13 NO OBLIGATION TO CONTRACT**

This RFP does not obligate the State of Washington or EFSEC to contract for services specified herein.

## **2.14 REJECTION OF PROPOSALS**

EFSEC reserves the right at its sole discretion to reject any and all proposals received, without penalty, and not to issue a contract as a result of this RFP.

## **2.15 COMMITMENT OF FUNDS**

The EFSEC Chair or his delegates are the only individuals who may legally commit EFSEC to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.16 INSURANCE COVERAGE**

The Contractor is to furnish EFSEC with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to EFSEC within fifteen (15) days of the contract effective date.

### **Liability Insurance**

1. **Commercial General Liability Insurance:** Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. **Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

### **Employers Liability ("Stop Gap") Insurance**

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### **Additional Provisions**

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The State of Washington, EFSEC, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Cancellation.** State of Washington, EFSEC, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice



of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

3. **Identification.** Policy must reference the State's contract number and EFSEC.
4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by EFSEC Risk Manager, or the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
5. **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

## **2.18 WORKER'S COMPENSATION COVERAGE**

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

## **3. PROPOSAL CONTENTS**

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper. The four major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP).
2. Technical Proposal.
3. Management Proposal.
4. Cost Proposal.

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

### **3.1 LETTER OF SUBMITTAL (MANDATORY)**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).

3. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
5. Location of the facility from which the Consultant would operate.
6. Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by EFSEC that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

### **3.2 TECHNICAL PROPOSAL (SCORED)**

#### **Immediate work:**

Energy Northwest/Duke Energy have notified EFSEC that they will be submitting an application under Chapter 463-36 WAC to amend the Satsop Combustion Turbine (Satsop CT) Site Certification Agreement (SCA)<sup>1</sup> for approval of a Phase II (a second 650 megawatt natural gas-fired combustion turbine generation project) at the Satsop site, near the town of Elma in Gays Harbor County.

The application for Phase II is expected to be filed in late November 2001. A consultant selected under this RFP will be immediately responsible for reviewing an Application for Amendment to the Satsop CT SCA, and will conduct the following activities:

- Evaluate the application for amendment for consistency with state application guidelines (Chapter 463-36 and -42 WAC); technical accuracy, and overall completeness.
- Provide recommendation to EFSEC regarding an appropriate SEPA determination and process for the amendment request.
- If necessary prepare a draft, preliminary final and final Supplemental Environmental Impact Statement<sup>2</sup> to meet SEPA requirements including holding public scoping and DEIS comment meetings<sup>3</sup>
- Provide as needed, technical assistance and/or additional studies or research on environmental, social and economic matters that may arise throughout the application for amendment and SEPA review, public hearings or meetings.
- EFSEC will primarily work with the state Department of Ecology for Prevention of Significant Deterioration (PSD) and/or National Pollutant Discharge Elimination System (NPDES) permit review, but if necessary, EFSEC may ask its consultant for independent assessment of the information submitted by the applicant for these permits or development of these permits.
- Developing responses to the comments on the DEIS and preparation of a final EIS.

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<sup>1</sup> As the single Washington State agency with jurisdiction over the siting. Construction and operation of large energy facilities, EFSEC issues a single permitting document, known as the "Site Certification Agreement".

<sup>2</sup> For the initial Satsop CT Project, EFSEC adopted by reference a Bonneville Power Administration EIS. For Phase II, EFSEC may determine a Supplemental EIS is appropriate, however the BPA EIS was published in 1995 and there could be a need to provide extensive updating through the Supplemental EIS.

<sup>3</sup> If any federal permits are needed for this project, it may be possible that an EIS could be developed in conjunction with a federal agency resulting in the development of a joint NEPA/SEPA document. If that is the case, scoping and comment meetings, and development of a draft and final EIS, will be in cooperation with that federal agency.

### **Deliverables (Satsop Phase II):**

**Application Review Document** – A report that evaluates the Satsop Phase II application for consistency with state rule and regulations, completeness, and technical accuracy.

**SEPA Recommendation** – A letter report evaluating of the Satsop Phase II proposal in regard to SEPA requirement with a detailed recommendation for EFSEC's SEPA review.

**Draft and final Environmental Impact Statement** – A preliminary DEIS for review by EFSEC, a DEIS for publication, a preliminary FEIS with response to comments for review by EFSEC and FEIS for publication.

The total duration of this project is expected to be approximately twelve (12) months however most of the contractor's work on the Satsop Combustion Turbine Project Phase II is anticipated to be during the first six months after contract approval and signature.

### **Possible future work or tasks:**

It is anticipated there will be future requests for Potential Site Studies (Chapter 463-22 WAC) and/or applications for Site Certification (WAC 463-42 WAC), however the number and timing are not known. The scope of these activities may be similar to those listed above for the Satsop Phase II review. Depending on the size and scope of the projects, the possible scope of work for EFSEC's independent consultant may vary.

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology** – Include a complete description of the Consultant's proposed approach and methodology for the Satsop Phase II project. This section should convey Consultant's understanding of the proposed project as well as other projects that could come under this contract.
- B. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the Satsop Phase II project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of EFSEC staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, could be provided.
- D. Deliverables** – Provide the level of detail you think is appropriate for each deliverable.

## **3.3 MANAGEMENT PROPOSAL**

### **A. Project Management (SCORED)**

- 1. Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of EFSEC.

#### **B. Experience of the Consultant (SCORED)**

1. Indicate the experience the Consultant and any subcontractors have in the following areas (also see Section 1.3):
  - Review of large natural gas-fired combined cycle combustion turbine projects.
  - Review of natural gas an/or petroleum product pipelines.
  - Development of SEPA and/or NEPA documents.
  - Involvement with large controversial projects.
2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

#### **C. References (SCORED)**

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for which work has been accomplished and briefly describe the type of service provided. The Consultant must grant permission to EFSEC to contact the references. Do not include current EFSEC staff as references. References will be contacted for the top-scoring proposal(s) only.

#### **D. Related Information (MANDATORY)**

1. If the Consultant or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. EFSEC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Consultant has experienced no such termination for default in the past five years, so indicate.

### **E. OMWBE Certification (Optional)**

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

## **3.4 COST PROPOSAL**

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals that are consistent with State government efforts to conserve state resources.

### **A. Identification of Costs (SCORED)**

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract regarding the Satsop Phase II proposal. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises. Exhibit B Sample Cost Sheet can be used as a template for outlining costs.

### **B. Computation**

Points will be awarded based both upon the total cost of the project and upon the reasonable allocation of costs for the project.

## **4. EVALUATION AND CONTRACT AWARD**

### **4.1 EVALUATION PROCEDURE**

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by EFSEC, which will determine the ranking of the proposals.

EFSEC, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

### **4.2 EVALUATION WEIGHTING AND SCORING**

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 35%	70 points
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Project Approach/Methodology	15 points (maximum)
Quality of Work Plan	35 points (maximum)
Project Schedule	10 points (maximum)
Project Deliverables	10 points (maximum)

Management Proposal – 30%	60 points
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Project Team Structure/

Internal Controls	15 points (maximum)	
Staff Qualifications/Experience	15 points (maximum)	
Experience of the Consultant	30 points (maximum)	
Cost Proposal – 35%		70 points
		<hr/>
<b>Sub-Total</b>		<b>200 points</b>
References [top-scoring proposer(s) only]		10 points
		<hr/>
<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>		<b>210 POINTS</b>

References will be contacted for the top-scoring proposer(s) only and will then be scored and added to the total score.

#### **4.3 ORAL PRESENTATIONS MAY BE REQUIRED**

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning proposal. EFSEC, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should EFSEC elect to hold oral presentations, it will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding. The score from the oral presentation will be considered independently and will determine the apparently successful proposer.

#### **4.4 NOTIFICATION TO PROPOSERS**

Firms whose proposals have not been selected for further negotiation or award will be notified via FAX, e-mail, or letter.

#### **4.5 PROTEST PROCEDURE**

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.

- Non-compliance with procedures described in the procurement document or EFSEC policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) EFSEC'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by EFSEC. The EFSEC Chair or an employee delegated by the EFSEC Chair who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold EFSEC's action; or
- Find only technical or harmless errors in EFSEC's acquisition process and determine EFSEC to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide EFSEC options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If EFSEC determines that the protest is without merit, EFSEC will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## 5. RFP EXHIBITS

Exhibit A    Certifications and Assurances  
Exhibit B    Sample Cost Sheet

**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by EFSEC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understands that EFSEC will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of EFSEC, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**SAMPLE COST SHEET**

<i>DIRECT SALARY COSTS</i>	<i>Hours</i>	<i>Rate</i>	<i>Cost</i>
Principal	100 hr	\$50.00	\$5,000.00
Project Manager	300 hr	\$45.00	\$13,500.00
Senior Biologist	50	\$25.00	\$1,250.00
Etc.			
<b>TOTAL DIRECT SALARY COST</b>			
<b>Overhead Cost @ 110%</b>			
<b>Net Fee @ 25%</b>			
<b>TOTAL SALARY, OVERHEAD &amp; NET FEE</b>			\$19,750.00

<b>Subcontractor A</b>			
<b>Subcontractor B</b>			

<i>DIRECT NON-SALARY COSTS:</i>	<i>Item</i>	<i>Rate</i>	<i>Cost</i>
Travel	2,000 mi	\$0.315	\$630.00
Per diem	4 days	\$75.00	\$300.00
Reproduction	500 copies	\$.05	\$25.00
CADD Computer			
Word Processing			
TOTAL DIRECT NON-SALARY COSTS			
GRAND TOTAL			

<b>HOURLY RATE CALCULATION</b>	Direct Salary Cost	1.00
	Overhead Cost	1.10
	Net Fee @ 25%	0.25
	Total	2.35